



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
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BOARD OF SUPERVISORS

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January 12, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO AMEND ONE SOLE SOURCE AGREEMENT WITH NEW ECONOMICS FOR WOMEN AND AN AGREEMENT WITH THE CHILDREN'S COLLECTIVE, INC., FOR THE CHILD PASSENGER SAFETY TRUST FUND PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend two Injury and Violence Prevention Program agreements to increase the maximum obligation for the provision of Child Passenger Safety Trust Fund Program services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute Amendment Number 1, substantially similar to Exhibit I, to increase the maximum County obligation of two Child Passenger Safety (CPS) Program services agreements with: 1) The Children's Collective, Inc., (TCC) Agreement Number PH-000261 to increase the maximum obligation by \$165,000 from \$275,000 to \$440,000; and 2) New Economics for Women (NEW) Agreement Number PH-000262 to increase the maximum obligation by \$165,000 from \$550,000 to \$715,000, effective upon the date of Board approval through June 30, 2010, 100 percent offset by revenue from fines collected by the courts for the misuse or non-use of child passenger safety seats with provisions, for two one-year automatic renewals through June 30, 2012 and a five month extension from July 1, 2012 through November 19, 2012.
2. Delegate authority to the Director of DPH, or his designee, to increase or decrease the maximum County obligation of either of the two service agreements identified in Recommendation Number 1, by no more than 25 percent of the base year contingent upon the availability of funds, 100 percent offset by revenue from fines collected by the courts, subject to review and approval by County Counsel and the Chief Executive Office and notification to your Board.
3. Approve and instruct the Director of DPH, or his designee, to amend the CPS contract with SafetyBeltSafe, USA (SBS) Agreement Number PH-000263 to align their current contract budget year with the County Fiscal Year, effective upon the date of Board approval through June 30, 2012 and a five month extension from July 1, 2012 through November 19, 2012, contingent upon the availability of funds. The total contract amount for SBS over the five year contract period would not change, remaining at \$147,805.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 20, 2007, your Board approved the awarding of four contracts to provide CPS services for the period of November 20, 2007 through November 19, 2012 in the amount of \$1,523,000. The three agencies identified to provide direct safety and education services to residents were the Los Angeles Unified School District (LAUSD), NEW, and TCC. The fourth agency, SBS, was identified to provide technical assistance to the direct service providers.

LAUSD's contract was executed in March 2008 after delays related to LAUSD's administrative process. Following contract execution, DPH was informed by LAUSD that they were preparing for program services, including contacting vendors for car seats, looking for storage space, and determining staffing. However, no invoices were received over the next several months for project expenses prompting DPH to become concerned that LAUSD was not moving forward with implementation. Despite repeated assurances by LAUSD that it would soon begin services, LAUSD advised in July 2008, that it was having difficulties implementing the project and was uncertain if it could provide services due to staffing issues and budget cuts. DPH requested a formal letter of explanation. After repeated requests a letter was received on October 30, 2008 stating that LAUSD had placed the implementation of the program on hold. However, LAUSD assured DPH that program activities would begin by January 2009.

In November and December 2008, DPH met several times with LAUSD staff. At the last meeting, on December 16, 2008, LAUSD management expressed concern about the viability of the project, but indicated that the project would go forward. DPH gave LAUSD a February 1, 2009 deadline to

complete a new scope of work and staffing plan.

On February 24, 2009, LAUSD notified DPH that it was unilaterally terminating its contract, as it was unable to hire personnel to provide the contracted CPS services. This action left Supervisorial Districts (SDs) 2 and 3 without full CPS services.

Following this notification, DPH considered options for establishing CPS services in the uncovered SDs. This included reviewing the original Request For Proposal (RFP) responses, and considering a new RFP to provide CPS services in SDs 2 and 3. DPH determined that conducting a new RFP process for the two districts would result in too long a delay in services. In addition, in the original RFP process, LAUSD and TCC were the only respondents to submit proposals for SDs 1, 2 and 3. NEW was added later as a sole source service provider after they indicated they were capable of providing services in Supervisorial Districts 4 and 5. Therefore, there were no other organizations to consider from the original RFP process. Consequently, DPH decided it would be best to award LAUSD's portion of work to TCC and NEW.

Additional information to support this decision includes the fact that both TCC and NEW are familiar with the CPS program and, as existing CPS providers, will require minimal start-up time to begin full services to SDs 2 and 3. Furthermore, both organizations have demonstrated successful results in their current contractual obligations and both TCC and NEW have experience with providing services in SDs 2 and 3. Over the past year and a half, NEW and TCC have provided a limited number of CPS education sessions in SDs 2 and 3, and TCC has distributed car seats in SD 2 under their existing contracts.

DPH is recommending your Board's approval of Amendment Number 1 to the existing TCC and NEW agreements, as well as your Board's approval to be able to amend these agreements through November 19, 2012, should additional funding become available. Recommendation Number 3 regarding SBS is to align their current contract budget year with County Fiscal Year and also to coincide with the amended TCC and NEW agreements.

Implementation of Strategic Plan Goals

These recommended actions support Goal 4, Health and Mental Health, and Goal 5, Public Safety, of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for TCC will increase by \$165,000 from \$275,000 to \$440,000 (which consists of funding of \$55,000 per Fiscal Year [FY] for services provided to SD 1 for FY 2007-08 through FY 2011-12 at a total of \$275,000, and funding of \$55,000 per FY for services provided to SD 2, as taken over from LAUSD for FY 2009-10, 2010-11, and 2011-12 at a total of \$165,000).

The total maximum obligation for NEW will increase by \$165,000 from \$550,000 to \$715,000 (which consists of funding of \$110,000 per FY for services provided to SDs 4 and 5 for FY 2007-08 through FY 2011-12 at a total of \$550,000, and funding of \$55,000 per FY for services provided to SD 3, as taken over from LAUSD for FY 2009-10, 2010-11, and 2011-12 at a total of \$165,000).

Funding for this program is included in the FY 2009-10 Final Adopted Budget, and will be requested in future FYs, as necessary.

The increase for TCC and NEW is 100 percent offset with funds previously allocated for LAUSD. There is no funding gain or loss to the CPS program as a result of the reallocation of funds.

DPH continues to contract with SBS to provide programmatic technical assistance to TCC and NEW. There will be no changes to SBS's maximum obligation, but the scope of work will be revised to reflect the changes with NEW and TCC and remove LAUSD as a provider; and the term will change to coincide with TCC and NEW Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The delay in Board notification resulted from a miscommunication regarding the need for a Board memo. On August 4, 2009, DPH notified your Board of LAUSD's decision to terminate its contract due to administrative difficulties in implementing the project. The memo also advised that DPH would return for Board approval to amend the existing contracts. Additional time was required to complete the contracting process, align the agreements with the County FY, have County Counsel and CEO review the materials, and prepare the Board letter package.

County Counsel has approved Exhibit I as to form. Exhibits II and III are the sole source checklists for NEW and SBS respectively as approved by the CEO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue to provide quality CPS services throughout all supervisorial districts in Los Angeles County.

The Honorable Board of Supervisors

1/12/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is written in a cursive style with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:im

BL#01183

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

CHILD PASSENGER SAFETY TRUST FUND AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "CHILD PASSENGER SAFETY TRUST FUND PROGRAM AGREEMENT", dated November 20, 2007, and further identified as Agreement No. _____, and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on date of Board approval.
2. Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence upon date of Board approval through _____ Fiscal Years _____
_____.
_____ through _____ and for _____ based on provider's performance and availability of funds

3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES: A. Contractor shall provide the services described in Exhibits _____ "Scope of Work", which is attached hereto and incorporated herein by reference.

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs A, and B shall be revised to Agreement as follows:

"A. During the period of November 20, 2007 through June 30, 2010, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$ _____).

The sum represents the total maximum obligation of County as shown in Revised Schedule, attached hereto and incorporated herein by reference.

B. During the term of this Agreement, including any extensions hereto, Contractor shall obtain Director's prior written approval for any modifications to revised Exhibit _____.

4. Paragraph 5, BILLING AND PAYMENT: shall be revised to read as follows:

"A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibits(s), Attachments(s), and Schedules(s) attached hereto and incorporated herein by reference.

B. County may authorize prepayment of up to fifty percent (50%) for production work based on vendor estimate, and when vendors dictate that prepayment is mandatory. Production work is defined as development of media for broadcast or print and development and printing of collateral for use in public relations activities. The requests for prepayment must be submitted with documentation as deemed appropriate by County. Such requests shall be considered on a case-by-case basis.

C. Original invoices shall be submitted directly to the Tobacco Control and Prevention Program office ("TCPP"); 3530 Wilshire Boulevard, Suite 800; Los Angeles, California 90010; no later than 12:00 pm (noon) on the fifth working days after the end of each calendar month.

D. In no event shall County be required to pay Contractor more ,for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Submission of Outstanding/Final Invoices and Non- Payment of Invoices:

Upon expiration or prior termination of this Agreement, Contractor shall submit to TCPP, within thirty (30) calendar days, any outstanding and/or final invoice(s)

for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to TCPP within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

F. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.”

5. Paragraph 11, GENERAL INSURANCE REQUIREMENTS: shall be revised to read as follows:

“11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Insurance Coverage Requirements paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation

imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Health, Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention of: Gary Izumi, Division Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions,

whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County

maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond

guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County

reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

6. Effective date of Board approval, Exhibit _____, Scope of Work shall be added to Agreement.

7. Effective date of Board approval, Schedule # _____, shall be added to Agreement.

8. ADDITIONAL PROVISIONS shall be amended to add the following new provision.

"49. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor

acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH

COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Robert E. Kalunian
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

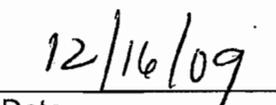
By _____
Gary T. Izumi, Chief
Contracts and Grants

01183

NEW ECONOMICS FOR WOMEN
SOLE SOURCE CHECKLIST

Check (✓)	<p style="text-align: center;">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
	➤ Other reason. Please explain:
	<div style="display: flex; justify-content: space-between;"> <div data-bbox="386 1558 889 1690">  Deputy Chief Executive Officer, CEO </div> <div data-bbox="1010 1558 1295 1690"> <p style="text-align: center;">12/16/09</p> <hr style="width: 100%;"/> Date </div> </div>

**SAFETYBELTSAFE, USA
SOLE SOURCE CHECKLIST**

<p>Check (✓)</p>	<p>JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
<p>✓</p>	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p>
	<p>➤ Quick action is required (emergency situation)</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is most cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).</p>
	<p>➤ Other reason. Please explain:</p>
	<p>  Deputy Chief Executive Officer, CEO  Date </p>